

1 commence on September 1, 2009 and shall terminate on August 31, 2014. The term of
2 the License Agreement may be extended for up to one (1), five (5) year term at the
3 discretion of the Director subject to the Coastal Commission approval. The License
4 Agreement may be terminated by either party, at any time, with thirty (30) days' written
5 notice.

6 4. FEE. Licensee agrees to pay to City quarterly for the rights and
7 privileges granted by this License Agreement a sum equal to one half (1/2) of one
8 percent (1%) of the gross receipts of any such farmers' market as mentioned in this
9 License. Gross receipts shall include the total sales price exclusive of tax of all goods
10 sold without deduction or set off. Gross receipts shall include sales for cash, credit, or
11 services whether collected or not. Gross receipts shall not include, or if included will be
12 deducted (but only to the extent they have been included), any sales and use taxes,
13 transportation taxes, excise taxes, franchise taxes, or other similar taxes which are added
14 to the selling price, separately stated, collected separately from the selling price or
15 collected from customers.

16 Licensee shall pay fees within twenty (20) days of the calendar month
17 immediately following the close of each quarter in which any sales are made, during the
18 term of the License Agreement or any extensions thereof. "Quarter" as used herein shall
19 mean those periods within each calendar year ending on March 31, June 30, September
20 30, and December 31, whether or not consisting of three (3) months. The license fee
21 shall be accompanied by a financial statement showing in reasonable detail Licensee's
22 gross receipts for the preceding calendar month and a computation of the percentage fee
23 provided for herein. The monthly financial statement shall be certified to be correct by
24 Licensee.

25 Should the City incur any costs associated with the Licensee's use of the
26 premises, the Licensee shall reimburse the City for the expense.

27 5. COMPLIANCE. Licensee shall comply with all City, state and
28 federal laws, regulations, rules, codes, and instructions from the City's City Manager or

1 designee relating to the use of the Marina Drive Area. Notwithstanding anything to the
2 contrary herein, failure to do so may result in immediate revocation or suspension of this
3 License Agreement. Licensee, and any sublicensees or other parties with which it may
4 deal with regard to this License, shall meet all requirements of the California Health and
5 Safety Code Sections 114345 through and including 114350.

6 6. PERMITS, LICENSES, AND TAXES. Licensee shall obtain, pay
7 for and carry or display, as required, all permits or licenses required by law, regulation, or
8 code for the use of the Marina Drive Area, including but not limited to any permits
9 required by the City Health Department and any business licenses and shall cause all
10 sellers to obtain same. Licensee and sellers shall produce said permits or licenses for
11 inspection upon request of any police officer or other authorized representative of the
12 City. In addition, Licensee shall pay all taxes which may be levied including possessory
13 interest taxes.

14 7. STANDARDS OF SERVICE. Licensee and sellers shall conduct
15 business in a manner acceptable to City. Selling shall be done in an orderly, courteous
16 and lawful manner. Licensee shall correct safety deficiencies and violations of safety
17 practices immediately and shall cooperate fully with the City in the investigation of
18 accidents occurring on the Marina Drive Area during any farmers' market.

19 8. NUISANCE. Licensee and sellers shall not use the Marina Drive
20 Area nor sell any item in any manner that will create a nuisance or unreasonable
21 annoyance to the public. Licensee shall keep the Marina Drive Area in a safe, clean
22 wholesome, sanitary condition; free from trash, garbage, rubbish and litter. No substance
23 constituting a fire hazard or material detrimental to the public health shall be permitted or
24 remain on the Marina Drive Area.

25 9. MAINTENANCE. Licensee and sellers shall at their own cost and
26 expense provide all supplies, material and equipment necessary for use of the Marina
27 Drive Area for a farmers' market and shall maintain them in a clean and safe condition.
28 Vendors at the farmers market shall use absorbent substances to prevent or reduce oil

1 droppings from vehicles. Licensee shall also maintain and clean the Marina Drive Area
2 after each farmers' market to the condition of the Marina Drive Area immediately
3 preceding the farmers' market. With the exception of ordinary wear and tear, Licensee
4 shall be liable for any and all loss, injury or damage to the Marina Drive Area resulting
5 from the use of the Marina Drive Area and the sale of produce by Licensee, any seller,
6 and their employees, agents, invitees, or business visitors.

7 10. RESTROOMS. The Licensee shall be responsible for supplying
8 portable restroom facilities and will be responsible for all costs associated with the
9 restrooms.

10 11. RESTROOM SECURITY. The licensee shall be responsible to
11 provide security at the boatowner restrooms adjacent to the market, to ensure that only
12 individuals with boatowner restroom keys are allowed to use the boatowner restrooms.

13 12. PARKING. Customers of the farmers' market will be directed by
14 Licensee not to park in red curbed areas of the Marina.

15 13. SPECIAL EVENTS AND FILMING. Licensee recognizes that
16 City on occasion may issue Special Event and Filming permits for the Marina Drive Area.
17 Licensee shall allow preparation for the special event or filming on the Marina Drive area
18 and City shall notify Licensee at least thirty (30) days prior to the date a special event and
19 ten (10) days prior to the date a filming event will occur.

20 14. SPECIAL EVENTS. City may issue Special Event Permits for the
21 Marina Drive Area, but shall not issue said Permits on the day or days designated in
22 Section 2 hereof. Licensee shall allow preparation for the special events on the Marina
23 Drive Area, provided that City notifies Licensee at least one hundred eighty (180) days
24 prior to the date on which a special event will occur.

25 15. UTILITIES. City shall provide water and electricity to the Licensee
26 at the Marina Drive area. City shall not provide any other utilities to Licensee, nor
27 provide security, maintenance or any other service.

28 16. INSPECTION. City shall have the right to inspect Licensee's

1 use of the Marina Drive Area at any time for the purpose of determining whether the
2 farmers' market is being conducted in compliance with the requirements of this License
3 Agreement, the law, regulations, codes and instructions. Licensee shall not hinder,
4 impede, interfere with or obstruct any such inspection.

5 17. TEMPORARY RELOCATION. City shall have a right to
6 temporarily relocate Licensee whenever it is necessary for the renovation of the Marina
7 Drive Area. The City shall provide Licensee with at least ninety (90) days prior written
8 notice.

9 18. TERMINATION. Either party may terminate this License
10 Agreement without cause on giving the other party thirty (30) days' prior written notice of
11 termination.

12 19. IMPROVEMENTS. Licensee and sellers shall not erect or maintain
13 any structure or improvements on the Marina Drive Area without the prior written consent
14 of the City. Any structures or improvements erected by the Licensee or sellers shall
15 become the property of the City upon the revocation or termination of this License
16 Agreement. During the term of this License Agreement, Licensee and seller shall be
17 responsible for maintenance of said structures or improvements.

18 20. NON-DISCRIMINATION. Licensee and sellers shall not
19 discriminate against any employee, applicant for employment, invitee or business visitor
20 in Licensee's or seller's use of the Marina Drive Area or sale of items, on the basis of
21 race, color, religion, national origin, sex, sexual orientation, gender identity, AIDS, HIV
22 status, age disability, handicap, or Vietnam Era veteran status.

23 21. INSURANCE. Licensee shall procure and maintain the
24 following insurance at Licensee's expense for the duration of this License Agreement
25 from an insurance company that is admitted to write insurance in the State of California
26 or from an authorized nonadmitted insurer that has a rating of or equivalent to A:VIII by A.

27 M. Best Company:

28 A. Commercial general liability insurance (equivalent in scope to

1 ISO form CG 00 01 11 85 or 11 88) in an amount not less than One Million Dollars
2 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general
3 aggregate. Such insurance shall include coverage for broad form contractual
4 liability, independent contractors' liability, and products and completed operations
5 liability. The City of Long Beach, its officials, employees, and agents shall be
6 added as additional insureds by endorsement (equivalent in coverage scope to
7 ISO form CG 20 26 11 85) with respect to liability arising from the use of the
8 Marina Drive Area or the sale of produce by Licensee, its volunteers,
9 representatives, agents, employees, and officers. This insurance shall be
10 endorsed to provide cross liability protection, thirty (30) days prior written notice of
11 cancellation, nonrenewal or reduction in coverage, and primary and
12 noncontributing coverage to the City, its officials, employees, and agents.

13 B. Commercial automobile liability insurance (equivalent in scope
14 to CA 00 01 06 92) covering Auto Symbol 1 ("Any Auto") in an amount not less
15 than Five Hundred Thousand Dollars (\$500,000.00) per accident combined single
16 limit for bodily injury and property damage. Such policy shall be endorsed to
17 provide additional insured coverage to the City, its officials, employees, and
18 agents, and thirty (30) days prior written notice of cancellation, nonrenewal or
19 reduction in coverage, and primary and noncontributing coverage to the City, its
20 officials, employees, and agents.

21 Any self-insurance program, self-insured retention, or deductible must be
22 approved separately in writing by City and shall protect the City of Long Beach, its
23 officials, employees, and agents in the same manner and to the same extent as they
24 would have been protected had the policy or policies not contained such retention or
25 deductible provisions.

26 Licensee shall deliver to the City, certificates of insurance and the required
27 endorsements for approval as to sufficiency and form prior to commencement of this
28 License. The certificates and endorsements for each insurance policy shall contain the

1 original signature of a person authorized by that insurer to bind coverage on its behalf.
2 Licensee shall, at least thirty (30) days prior to expiration of such insurance, furnish City
3 with evidence of renewals. City reserves the right to require complete certified copies of
4 all said policies at any time.

5 Such insurance as required herein, shall not be deemed to limit Licensee's
6 liability relating to performance under this License. The procuring of insurance shall not
7 be construed as a limitation on liability or as full performance of the indemnification and
8 hold harmless provisions of this License.

9 Any modification or waiver of the insurance requirements herein shall be
10 made only with the written approval of the City's Risk Manager or designee.

11 22. INDEMNIFICATION. Licensee shall defend, indemnify and hold
12 harmless the City, its officials, employees and agents from and against any and all
13 claims, demands, damages, losses, liability, causes of action, penalties, fines,
14 proceedings, costs and expenses (including reasonable attorneys' fees) of any kind
15 arising from the alleged acts or omissions of Licensee, its officers, employees, agents,
16 volunteers, invitees or business visitors which alleged acts or omissions are connected in
17 any way with the use of the Marina Drive Area or the sale of items at, on or from the
18 Marina Drive Area.

19 23. ASSIGNMENT. Licensee shall not assign this License Agreement
20 without the written consent of the City's City Manager; nor shall Licensee in any manner
21 transfer or convey or grant any of the rights or privileges herein granted without said
22 written consent. Licensee shall not underlet or sublet the Marina Drive Area or any part
23 thereof nor allow the same to be used or occupied by any other person or for any other
24 use than that specified herein.

25 24. NOTICE. Any notice required or desired hereunder shall be in
26 writing and personally served or deposited in the U.S. Postal Service, certified, return
27 receipt, postage prepaid, to the City at 333 West Ocean Boulevard, Long Beach,
28 California 90802 Attn: City Manager, and to Licensee at c/o First Congregational Church,

1 241 Cedar Avenue, Long Beach, California 90802, and to the South Coast Ecumenical
2 Council, 3300 Magnolia Avenue, Long Beach, California 90806, and to BANCAP Marina
3 Center, Inc., 6265 E. Second Street, Long Beach, California 90803.

4 Change of address shall be given in the manner provided for notices.
5 Notice shall be deemed received on the date shown on the certified, return receipt, or on
6 the date personal service is obtained, whichever occurs first.

7 25. NON-RESPONSIBILITY. City shall not be responsible for and
8 Licensee hereby waives all claims against the City for loss or damage by theft, fire, flood,
9 burglary, vandalism or any other cause of any of Licensee's or seller's produce, supplies,
10 equipment and other property in, on or about the Marina Drive Area, except to the extent
11 caused by City's gross negligence or misconduct.

12 26. NO TITLE. Licensee acknowledges that, by this License Agreement,
13 Licensee and sellers do not acquire any right, title or interest of any kind in the Marina
14 Drive Area. City shall have and retain absolute and full control of the Marina Drive Area.

15 27. REVOCAION, SUSPENSION. This License Agreement may be
16 revoked or suspended by the City's City Manager at any time that it is determined that
17 the Licensee or any seller has violated any conditions of this License Agreement or any
18 applicable code, law, rule or regulation, or that the City has evidence of unfair or bad faith
19 dealing with the public or with the City by Licensee or any seller, or evidence of any
20 action adversely affecting the health, welfare or safety of the public.

21 28. DEFAULT. In the event Licensee fails, neglects or refuses to
22 perform any of the conditions of this License or otherwise defaults in performance and
23 said default continues for a period of thirty (30) days after notice thereof to Licensee from
24 the City of Long Beach, then the City of Long Beach may at its option declare this
25 License to be revoked. Any waiver by the City of Long Beach of a default shall not be
26 construed as, or constitute a waiver of, any subsequent default of the same or any other
27 term.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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29. APPEAL. Licensee shall have the right to appeal the revocation, suspension, or termination of this License Agreement to the City Council of the City of Long Beach. Said appeal must be filed in writing within ten (10) days after receipt by Licensee of notice of revocation, suspension or termination.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the respective dates set forth opposite their signatures.

NOV 9 2009
_____, 2009 By Moria M. Foxe
President

NOV 9 2009
_____, 2009 By MOURA M. FOXE
Type or Print Name
Roni W. Love
Secretary
RONI W. LOVE
Type or Print Name

"Licensee"

11.25
_____, 2009 By [Signature]
Assistant City Manager
City Manager

CITY OF LONG BEACH, a municipal corporation

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on November 11, 2009.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

Exhibit "A"

